

REMARKS

This Application has been carefully reviewed in light of the Office Action mailed November 27, 2007 (the "*Office Action*"). At the time of the *Office Action*, Claims 1-20 were pending of which the Examiner rejected Claims 1-20. Applicants have canceled Claim 1, 9, and 15; amended Claims 2-8, 10-14, and 16-20 and added Claims 21-27. Applicants respectfully request reconsideration and favorable action in this case.

Section 102 Rejections

Claims 1-20 were rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Patent No. 6,249,578 issued to Gilles et al. ("*Gilles*"). Applicants respectfully traverse these rejections for the reasons stated below.

According to the M.P.E.P., "[a] claim is anticipated [under 35 U.S.C. § 102(b)] only if each and every element as set forth in the claim is found either expressly or inherently described in a single prior art reference." § 2131. Applicants respectfully contend the present claims are allowable over *Gilles* at least because *Gilles* does not disclose "each and every" limitation of the present claims as required by the M.P.E.P. (and applicable legal authority cited therein).

I. *Gilles* does not disclose, "receiving fault information" as required by Claim 1

Claim 21 is directed to a method of providing self-supporting service consumers. According to the method of Claim 21, the following steps are performed at a computer-based support mechanism. Fault information is received from a service consumer wherein the fault information describes a fault associated with a computer component. A service policy associated with the service consumer is queried to determine service information for the service consumer. Based on the service information and the fault information, a course of action is determined to address the fault wherein the course of action comprises linking the service consumer with a service provider, and invoking one or more service provider tools to address the fault. *Gilles* does not disclose each of these limitations.

For example, *Gilles* does not disclose, “receiving fault information from a service consumer, the fault information describing a fault associated with a computer component” as required by Claim 21. Accordingly, Applicants respectfully contend that Claim 21 and each of its dependent claims are in condition for allowance.

Additionally, Claims 22 and 23 each include limitations generally directed to receiving fault information from a service consumer, the fault information describing a fault associated with a computer component. For reasons similar to those explained with respect to Claim 21, Applicants respectfully contend that Claims 22 and 23 and each of their respective dependent claims are in condition for allowance.

II. *Gilles* does not disclose, “a service policy” as required by Claim 3

Claim 3, which has been rewritten into independent form to include the limitations of Claim 1, includes limitations generally directed to a “service policy.” The Examiner has not demonstrated that *Gilles* discloses a “service policy.” For instance, in the *Office Action*, the Examiner rejected Claim 1 by generically pointing to 55 lines of text in *Gilles* and to Figure 1 of *Gilles* without providing any explanation as to how *Gilles* supposedly supported the Examiner’s rejection. *See Office Action*, page 2 (citing *Gilles*, col. 14, Claim 21, lines 18-40; col. 18, Claim 210; col. 6, lines 11-14, and Figure 1.) Consequently, the Examiner rejected Claim 1 without identifying any portions of *Gilles* which disclose “a service policy” as previously required by Claim 1, now explicitly required by Claim 3. Thus, since *Gilles* does not disclose “each and every” element of Claim 3, Applicants respectfully request the Examiner to withdraw the rejection of Claim 3. Moreover, to the extent that the Examiner intends to maintain this rejection, Applicants respectfully request the Examiner support the rejection by more specifically identifying which portions of *Gilles* allegedly disclose “each and every” limitation of Claim 3.

Additionally, Claims 21, 22, and 23 each include limitations generally directed to a service policy. For reasons similar to those explained with respect to Claim 3, Applicants respectfully contend that Claims 21, 22, and 23 each of their respective dependent claims are in condition for allowance.

III. All claims are in condition for allowance

For at least the reasons stated above, Applicants respectfully contend that all claims are in condition for allowance.

CONCLUSION

Applicants respectfully submit that this Application is in condition for allowance. For at least the foregoing reasons, Applicants respectfully request full allowance of all pending claims. If the Examiner feels that a telephone conference would advance prosecution of this Application in any manner, the undersigned attorney for Applicants stand ready to conduct such a conference at the convenience of the Examiner.

The Examiner is authorized to charge the amount of **\$210.00** for the addition of one independent claim, and **\$200.00** for the addition of four dependent claims to Deposit Account No. 02-0384 of Baker Botts L.L.P. Please charge any additional fees or credit any overpayment to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,
BAKER BOTTS L.L.P.
Attorneys for Applicants

A handwritten signature in black ink, appearing to read 'Luke K. Pedersen', with a stylized flourish extending to the right.

Luke K. Pedersen
Reg. No. 45,003
Phone: (214) 953-6655

Date: February 27, 2008

CORRESPONDENCE ADDRESS:

Customer No.: **05073**